

Jasper Co.

PPME #2003 (Roads)

7/1/2006 6/30/2009

CONTRACT/AGREEMENT

between

JASPER COUNTY
SECONDARY ROADS DEPARTMENT

and

PUBLIC, PROFESSIONAL &
MAINTENANCE EMPLOYEES,
LOCAL 2003, IUPAT, AFL-CIO

July 1, 2006 to June 30, 2009

TABLE OF CONTENTS

Article 1	Recognition.....	4
Article 2	Non-Discrimination In Employment.....	4
Article 3	Separability and Savings.....	4
Article 4	Employer Rights.....	5
Article 5	No Strike – No Lockout.....	5
Article 6	Grievance Procedures and Arbitration.....	5
	Informal	5
	Step 1.	5
	Step 2.	6
	Step 3.	6
Article 7	Hours	7
	Workweek.....	7
	Overtime	8
	Call Back.....	8
Article 8	Seniority	9
Article 9	Layoffs.....	10
	Job Posting	10
Article 10	Job Classifications.....	11
Article 11	Leave of Absence.....	11
	Sick Leave.....	11
	Jury Duty.....	12
	Funeral Leave.....	12
	Military Leave.....	12
	Voting Time	13
	Emergency Leave	13
	Unpaid Leave of Absence.....	13
	Federal Family and Medical Leave Act (FMLA)	13
	Injury Leave	14

Article 12	Vacations	14
	Eligibility and Allowances.....	14
	Vacation Pay	15
	Choice of Vacation Period.....	15
	Holiday During Vacation Period.....	15
Article 13	Holidays.....	15
Article 14	Insurance.....	16
	Health Insurance.....	16
	Continued Coverage Provision	17
Article 15	Dues Checkoff	18
Article 16	Mileage	18
Article 17	License Requirement	18
Article 18	County Work Rules and Disciplinary Procedure	18
Article 19	Longevity	19
Article 20	Clothing Allowance.....	19
Article 21	Health and Safety	19
Article 22	Duration of Agreement	20
	Grades/Job Classifications/Salary Schedule	21
	July 1, 2005	21
	July 1, 2006	22
	July 1, 2007	23
	July 1, 2008	23

AGREEMENT

This agreement entered into this 17th day of January, 2005, by and between Jasper County, Iowa Secondary Roads Department, hereinafter referred to as the "Employer", and Public Professional & Maintenance Employees, Local 2003, IUPAT, AFL-CIO, hereinafter called the "Union." Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of the Jasper County Secondary Roads Department, including Motor Grader Operators, Truck Drivers, Mechanic (1 & 2), Mechanic's Helper, Crawler Excavator Operator, Sign Man 1, Skilled Laborers, Accounting Clerk/Computer Specialist, Survey Design Specialist/RLS, Civil Technician (1, 2 & 3), and Working Foreman (Bridge, Motor Grader, Pipe & Sign) as set forth in Iowa Public Employment Relations Board Order of Certification Case No. 7100 dated August 8, 2005, which excludes the County Engineer, Assistant Engineer, County Surveyor, Maintenance Superintendent, Assistant Maintenance Superintendent, Assistant to the Engineer, Shop Foreman, and all other employees excluded by Iowa Code Section 20.4.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

2.1 The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

2.2 There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

2.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3 SEPARABILITY AND SAVINGS

3.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 EMPLOYER RIGHTS

4.1. Except as expressly abridged in this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct, and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or service shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public employer by law.

ARTICLE 5 NO STRIKE - NO LOCKOUT

5.1 The Employer agrees that during the term of this Agreement, it will not engage in any lockout of employees. The Union agrees that during the term of this Agreement, there shall not be any work stoppage, strike, slowdown, picketing, boycott, or any other action on the part of the Union or the employees represented by it which will interrupt or interfere with the operation of the County.

ARTICLE 6 GRIEVANCE PROCEDURES AND ARBITRATION

6.1 The parties agree that an orderly expeditious resolution of grievance is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedures:

6.2 Informal - An employee shall discuss a complaint or problem orally with the employee's Foreman within five (5) workdays following its occurrence in an effort to resolve the problem in an informal manner.

6.3 **Grievance Steps:**

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the County Engineer or his designated representative within five (5) workdays following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and a brief description of the

facts and witnesses as they know them to be. Within five (5) workdays after this Step 1 meeting, the Engineer or his designated representative will answer the grievance in writing.

Step 2. If the Employer's answer in Step 1 fails to resolve the grievance, the Union and/or the aggrieved employee may refer the grievance in writing to the Human Resource Director within five (5) working days of the receipt of the Step 1 answer. Following a meeting with the aggrieved employee and/or Union, the Human Resource Director shall answer the grievance in writing within seven (7) working days.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) workdays after the date of the Director of Human Resources answer given in Step 2.

6.4 A Union steward will be present at all face-to-face meetings involving the Engineer and a bargaining unit employee, when discipline and/or grievance matters are involved. A copy of all documents involving discipline and/or grievance matters will be provided to the Union steward at the time they are given to the affected employee.

6.5 All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first known. If a grievance is not presented within the time limits specified in this Article, or the process in this contract is not followed¹, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not answered by the Employer, it shall automatically be referred to Step 2.

6.6 After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or the American Arbitration Association or the Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible, otherwise, by the parties alternately eliminating names from the list.

6.7 After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

6.8 The fees and expenses of the arbitrator will be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall

¹ The Board of Supervisors, County Attorney and other Elected Officials are not part of the grievance process and shall not be contacted by the employee.

have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

6.9 All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

6.10 The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon written mutual agreement of Union and Employer.

6.11 In the event that any employee takes action on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding this issue.

ARTICLE 7 HOURS

7.1 The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The normal workweek shall begin at 12:01 AM on Saturday and end at 12:00 Midnight the following Friday.

7.2 Workweek. The normal workweek for regular full-time employees shall consist of five (5) eight (8) hour days. The normal workday for the maintenance employees will be from 7:30 AM to 4:00 PM, Monday through Friday, with a thirty (30) minute unpaid lunch period, which will normally be taken at or near the middle of the eight (8) hour shift. The normal summer workweek for maintenance employees shall consist of four (4) ten (10) hour days, Monday through Thursday, from 6:30 AM to 5:00 PM, with a thirty (30) minute unpaid lunch period, which will normally be taken at or near the middle of the ten (10) hour shift. The start and ending dates for the summer hours will be established by mutual agreement of the County Engineer and the Union. The four (4) ten (10) hour per day summer workweek will not be extended to the next fiscal year unless the County and Union mutually agree to extend the summer workweek each year thereafter. The normal workday for the Engineering staff will be 7:30 AM to 4:00 PM, Monday through Friday, with a thirty (30) minute unpaid lunch period which will normally be taken at or near the middle of eight (8) hours shift. All employees shall normally have a fifteen (15) minute paid rest period during each one-half (1/2) shift. The times and arrangements for lunch and rest periods may vary depending on the nature of the work being performed and be granted at: Morning Break 9:30 a.m. – 9:45 a.m., Lunch Break 11:30 a.m. – 12:00 p.m., Afternoon Break 2:00 p.m. – 2:15 p.m., unless a change is approved by immediate supervisor.

Any change in the normal workweek will require at least fourteen (14) days advance notice to the employees and the Union.

7.3 Overtime. All employees who work in excess of forty (40) hours in any workweek shall be granted compensatory time off (one and one-half (1 1/2) hours off) for each hour of overtime worked. An employee may, in lieu of compensatory time, be paid at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of forty (40) hours if the employee's request is filed with the Engineer's office within the next two (2) pay periods from the time the overtime hours were worked. Thereafter, the employee will be paid at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of one hundred (100) hours of work.

A maximum of one hundred (100) hours of compensatory time may be accrued. However, comp time must be cashed out by the end of the contract year, with the exception that fifty (50) hours of comp time may be carried over into the next contract year (June 30).

Employees must notify their immediate supervisor by 3:00 p.m. the day prior to using comp time for an entire workday or less. Employees must notify their immediate supervisor two (2) days prior to using comp time in excess of one workday. Compensatory time must be taken in minimum of one (1) hour increments. One (1) hour increments of compensatory time cannot normally be used in the middle of the workday. Employees may not use comp time in one (1) or two (2) hour intervals at the end of the day more than twelve (12) times a contract year unless approved by an immediate supervisor.

This provision shall not apply to emergencies or summer heat comp time usage approved by an immediate supervisor.

Paid leave, compensation time, vacation time, and holidays shall be counted as working time for the purpose of determining overtime, provided, however, that sick leave without a doctor's excuse shall not be used for overtime determination purposes. Except for emergencies, any work in excess of the normal work period must be approved in advance by the employee's immediate supervisor.

7.4 When the Employer decides to assign overtime work, an effort will be made to distribute such equally among the employees in the job classification affected. Compensatory time off may be granted in hourly increments with Employer approval.

7.5 Call Back. An employee who is called back to work or called out to work for any reason shall be compensated a minimum of two (2) hours at one and one-half (1 1/2) times their current hourly rate. Call back time does not apply when an employee is ordered to work beyond his or her regular shift or if called in early prior to the start of his/her normal shift (e.g., snow removal).

ARTICLE 8

SENIORITY

8.1 Seniority means an employee's length of continuous service with the employer since their last date of hire.

8.2 A new employee shall serve a probationary period of one (1) year. The probationary employee will receive benefits upon employment or after 6 months, whichever is applicable, including grievance rights. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of employment. Probationary employees may be terminated, demoted, or laid off for any reason during the first six (6) months of their probationary period without recourse to the grievance procedure.

8.3 Should more than one (1) employee have the same seniority date, the employee with the lowest last four (4) digits in his/her Social Security number shall have the most seniority.

8.4 An employee shall lose his/her seniority and the employment relationship may be broken and terminated as follows:

1. An employee quits, retires or is terminated.
2. An accepted employee resignation.
3. An employee absent from work for two (2) days without notification to the Employer unless beyond the control of the employee.
4. Falsification on employment application.
5. Giving false reason for obtaining leave of absence.
6. Employee is laid off and fails to report to work within fourteen (14) days after having been recalled.
7. Failure to report for work at the end of leave of absence.
8. An employee is absent from work for any reason, including layoff, for over twelve (12) months or for a period of time equal to his/her seniority, whichever is shorter.
9. Not obtaining prior approval from the Engineer for unpaid leave of absence.

8.5 An employee on unpaid leave for over thirty (30) days does not accumulate seniority.

8.6 The seniority list shall be revised to reflect the employees' status each year.

8.7 An employee transferred out of the bargaining unit will continue to accumulate seniority.

8.9 Regular part-time employees working at least an average of twenty (20) hours per week shall accumulate seniority prorated at a percentage of a full-time employee working a forty (40) hour week. Regular part-time employees averaging at least (30) hours per week shall be granted the same County-paid fringe benefits as full-time employees, consistent with the provisions of this Agreement. Regular part-time employees averaging at least twenty (20) hours, but less than thirty (30) hours per week, shall be granted prorated fringe benefits at 75% of those of a full-time employee.

ARTICLE 9 LAYOFFS

9.1 When the Employer determines the work is to be reduced for over one (1) week, the Employer will determine the number of employees and the job classifications to be reduced. The employee with least seniority in the job classification affected will be laid off first, provided the remaining employees are qualified to perform the work available. Layoff for less than one (1) week will be done at the Engineer's discretion. The employee to be laid off for one (1) week shall be given a five (5) day notice. This notification will be sent to Union Business Representatives at the time it is provided to the employees.

9.2 The employee removed from the job classification can then replace the least senior employee in any lower or equal job classification if he/she is qualified to perform the work available. For purposes of this paragraph, equal means equal pay.

9.3 Recall shall be in reverse order of reduction if the employee is qualified to perform the work available.

9.4 No notice will be needed for layoffs of a shorter period caused by lack of work, equipment breakdown, weather, etc.

9.5 While on layoff, an employee is not eligible for holiday or any other benefits. Vacations, sick leave and seniority does not accrue during layoff.

9.6 Bargaining unit employees shall not suffer lay off or reduced hours of work, commencing with the ratification of this contract and continuing through June 30, 2007.

9.7 Job Posting. It is the policy of the County to fill job vacancies and higher rated jobs with the most qualified employee possible. No regular full-time or regular part-time vacancy in the bargaining unit will be filled by hire or promotion until that vacancy has been posted for a period of five (5) workdays. Vacancy notices shall be posted for the 5-day period on the employee bulletin board at the main shop and either posted at all outlying sheds or notices sent out with paychecks. Current employees will be given the first consideration for all vacancies covered by the bargaining unit. In the selection of an applicant to fill the vacancy, the most senior employee bidding the vacancy posting shall be given the opportunity with the position. However, the Engineer may overrule seniority if the senior bidder cannot meet the minimum qualifications of the position during the trial period of opportunity. If no current employee bids the position the

Employer may hire from outside the bargaining unit. The posting will include the minimum qualifications required. The successful bidder will have a thirty (30) day trial period in the new position and may return to his prior position at anytime during the trial period by notifying the Engineer in writing. After the second week of the trial period the employee will be evaluated.

ARTICLE 10 JOB CLASSIFICATION

10.1 If an employee is required to work in a higher rated job classification for a period exceeding ten (10) working days within the calendar year, the employee shall receive the rate for the higher rated job classification effective on the eleventh (11th) day that the employee so works. A day will be considered a minimum of four (4) hours. Time voluntarily spent by an employee learning and/or training on a job or piece of equipment will not be counted toward the ten (10) days. An employee temporarily required to work in a lower rated job classification will not suffer reduction in pay.

ARTICLE 11 LEAVE OF ABSENCE

11.1 Sick Leave. Sick leave will be granted to all regular full-time employees who have completed at least two (2) full pay periods in their probationary period on the following basis:

- a. Sick leave can be used only for bona fide sickness or non-work related accidental injury of the employee. Up to eight (8) hours of sick leave may be used for doctor and/or dental appointments, which cannot be made during non-work time.
- b. One (1) day vacation may be converted to eight (8) hours of compensatory time, which may be used for doctor, and/or dentist appointments, which cannot be made during non-working time.
- c. Sick leave with pay shall accumulate at the rate of one and one-half (1½) days per month of continuous employment and can accumulate up to a maximum of ninety (90) days.

After the first seven hundred twenty (720) hours have been accrued, the employee can continue to accrue sick leave at the reduced rate of six (6) hours per month until an additional seven hundred twenty (720) hours has been accumulated. Once fourteen hundred forty (1,440) hours have been accumulated and banked, the employee can accrue sick leave at a reduced rate of three (3) hours per month, which can be used for either sick or annual leave. If such leave is not subsequently converted to a vacation leave, the employee, upon retirement, will be compensated for all accumulated unused sick leave in excess of fourteen hundred forty (1,440) hours at their last rate of pay.

- d. Except as provided in "c" above, employees shall forfeit all accumulated sick leave upon separation from employment for any reason, including voluntary resignation.

Exception: At retirement (retirement for this purpose is defined as eligible to draw IPERS) and an employee is eligible to remain on the Employer's Group Health Plan (EGHP), that employee may convert accrued sick hours, up to 720 hours at their last rate of pay, bank those hours and use them to pay for continued health care coverage through the EGHP. If a retiree becomes ineligible to remain on the EGHP (i.e., reaches the age of 65 or eligible for Medicare), then any remaining banked hours will be lost.

- e. Employees who do not utilize sick leave during a three (3) month span as defined below shall be entitled to one (1) bonus day. The three (3) month span is defined as: July 1 through September 30; October 1 through December 31; January 1 through March 31; April 1 through June 30.
- f. Any employee who requests sick leave shall contact the department head or designee at least (30) minutes prior to beginning of the employee's schedule shift.
- g. A medical verification of illness or injury may be required by the Employer for the substantiation of the need for sick leave.
- h. Each employee shall be notified of his/her remaining sick leave, compensatory time, vacation time, and emergency leave time at intervals coinciding with each pay period.
- i. When a holiday falls within paid sick leave, that day will be counted as a holiday and not as a sick day.

11.2 Jury Duty. An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, excluding travel and meal expenses. When released from duty during working hours, the employee will report to work within two (2) hours.

11.3 Funeral Leave. All regular full-time employees, including those involved in a probationary period, shall be allowed paid time off at their regular rate of pay, up to but not to exceed three (3) workdays, as normally scheduled for the employees, in case of the death of the employee's parent, parent in-law, spouse, child, grandparent, grandchild, brother, or sister for attendance at the funeral or for other purposes directly arising out of said death. In the event of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, or if an employee serves as a pallbearer or as a member of a military honor guard, all regular full-time employees shall be allowed paid time off at the regular rate of pay for up to one (1) day as normally scheduled for attendance at the funeral.

11.4 Military Leave. Employees shall be granted military leave in accordance with Section 29A.28 of the Code of Iowa.

11.5 Voting Time. Employees unable to vote because of their work schedule shall be granted paid time off necessary to vote, up to a maximum of two (2) hours.

11.6 Emergency Leave. Emergency leave with pay shall accumulate at the rate of two (2) hours per month of continuous full-time employment and can accumulate up to a maximum of twenty-four (24) hours. Emergency leave shall be granted for the purpose of caring for serious illness or injury in the immediate family (parents, spouse, or child).

11.7 Unpaid Leave of Absence. An unpaid leave of absence may be granted at the discretion of the Engineer for a period of not to exceed three (3) months duration for illness or other legitimate reasons as determined by the Employer. Requests shall be made in writing to the department head at least fourteen (14) days in advance when possible. This leave is subject to the Family Medical Leave Act. This leave may be extended an additional three (3) months with the approval of the Engineer. When unpaid leave exceeds thirty (30) days, an employee:

- a. receives no compensation or benefits;
- b. does not accrue any leaves or other benefits;
- c. does not contribute to the retirement program;
- d. must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired while on unpaid leave. Arrangements for time of payments must be made with the Auditor prior to the employee taking leave.
- e. does not accrue seniority.

11.8 Federal Family and Medical Leave Act (FMLA). An employee who has at least one (1) year of service, and has worked at least twelve hundred fifty (1,250) hours in the last twelve (12) months may request and be granted twelve (12) weeks of unpaid leave during any twelve (12) month period because of:

- a. birth of a child;
- b. placement for adoption or foster child;
- c. care of child, spouse or parent with a serious health condition;
- d. employee's own serious health condition.

An employee who requests and is granted a leave of absence pursuant to the FMLA may use accrued paid leave (i.e., sick leave, vacation, compensatory time, bonus days) that the employee had accumulated prior to the start of the leave of absence.

Employees on paid FMLA leave of absence shall continue to accrue seniority under the bargaining contract. An employee who is on unpaid FMLA leave of absence shall be treated for seniority purpose as if the employee was on an Unpaid Leave of Absence under the bargaining unit contract; after thirty (30) days seniority is frozen.

During the twelve (12) week FMLA leave, the Employer shall continue the same coverage of all health, dental and life insurance benefits as if the employee was actively at work, with the employer and employee's share of health plan premiums paid in the manner customarily used.

Upon return to work from FMLA leave, the employee will be reinstated to their previous position.

11.9 Injury Leave. All Jasper County employees are covered by Workers Compensation Insurance. An employee receiving Workers Compensation benefits for a job-related injury or illness may receive sick pay on a pro rata basis in a limited amount sufficient to offset any difference between Workers Compensation benefits and the employee's regular rate of pay, but only to the extent that sick leave accruals are then available. The employee may elect to receive Workers Compensation benefits without supplemental sick leave use. An employee on approved injury leave shall not accrue or earn sick leave or vacation leave during the period covered by such leave.

In order to receive their supplemental benefits, a written statement from a practicing physician, dentist, or osteopath licensed under the laws of the State of Iowa describing in detail the nature and extent of the injury will be required by the employee's supervisor. Any and all accidents must be reported to the Engineer's secretary, who shall complete a report to be filed with the bookkeeping department in the Auditor's office. Any accident requiring professional medical attention shall be reported as soon as practical, but no later than twenty-four (24) hours to insure proper Workers Compensation coverage.

ARTICLE 12 VACATIONS

12.1 Eligibility and Allowances. All regular full-time employees shall be eligible for vacation on their seniority date as listed below:

<u>Service Requirement</u>	<u>Vacation Allowance</u>
At least one (1) full year of continuous service	Two (2) weeks
At least five (5) full years of continuous service	Three (3) weeks
At least fifteen (15) full years of continuous service	Four (4) weeks
At least twenty (20) full years of continuous service	Five (5) weeks

12.2 Employees who currently receive more than four (4) weeks vacation shall continue to accrue vacation at their current rate.

12.3 Vacations must be taken during the anniversary year; however, with the department head's approval, two (2) weeks vacation time may be accumulated and carried forward to the next year.

12.4 Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay for the hour, day, or week for which he/she would have been regularly scheduled to work.

12.5 Vacation requests of one (1) through sixteen (16) hours must normally be received at least three (3) days in advance; vacation requests of three (3) and four (4) days must normally be received at least five (5) days in advance; vacation of five (5) through ten (10) days must normally be received at least ten (10) days in advance; vacation requests of over ten (10) days must normally be received at least twenty (20) days in advance.

12.6 Choice of Vacation Period. Vacations must be approved by the department head or the employee's immediate supervisor. The department head may require rescheduling of vacation in cases of emergency or unforeseen circumstances. When two (2) or more employees request vacation for the same period, and not all can be spared from work for the same period, the employee or employees granted vacation will be based on seniority. Otherwise, vacation requests will be granted on a first come, first served basis.

12.7 Holiday During Vacation Period. If a holiday occurs during the employee's scheduled vacation period, an employee shall be granted an additional vacation day to be taken the day before the vacation starts or the day after the vacation ends.

12.8 Upon resignation with a two week advance notice an employee shall be paid on a pro rata basis for all unused vacation left at the time of resignation.

12.9 During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time pay. During subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked. For purposes of this Section, hours of work shall include paid vacation and holiday time.

ARTICLE 13 HOLIDAYS

13.1 Regular full-time employees are eligible for the following paid holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Either the first working day before or after Christmas, as designated by the Board of Supervisors.

Additionally, two (2) floating holidays to be taken at the employee's discretion. The date of the employees' common floating holiday must be designated within thirty (30) days after the Board of Supervisors has posted holidays for the next calendar year. The date of the second employee floating holiday will be designated by the employee and must be approved by the Engineer.

13.2 All employees shall receive their normal daily pay for each designated holiday. In addition, employees required to work on a designated holiday shall receive two (2) times their hourly rate of pay for all time worked. The Engineer will establish the starting and ending time of work on a holiday.

13.3 To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday, unless on approved leave.

13.4 An employee on layoff or an unpaid leave of absence is not eligible for holiday pay.

13.5 Paid holidays falling on Sunday will be observed on Monday, and paid holidays falling on Saturday will be observed on Friday.

ARTICLE 14

INSURANCE

14.1 Health Insurance. The County will provide a cafeteria plan of benefits from which the employees may choose from a minimum of three (3) options. Each employee has been allocated \$390 per month for a single policy and \$558 for a family policy until June 30, 2006. The employee may use this money for the purchase of either single or family insurance. During this contract (July 1, 2006 – June 30, 2009), this amount will cover at a minimum, 100% of the Single policy of both Plan #2 and Plan #3 on the Jasper County Cafeteria Plan, plus any remaining money placed into the employee's flexible spending account (FSA).

Beginning July 1, 2006, the cost of increases on the employer's plan #2 (Selected Advantage 250), both single and family, will be covered 100% by the employer. The flex dollar contribution will increase to an amount equal to the amount of the increase. For example, the employer's contribution to a single policy is currently \$390.00 and if the increase on a single plan #2 is \$35.00, the employer's contribution will increase from \$390.00 to \$425.00. The employee may choose any plan offered by the employer and use their flex dollars to purchase such a plan. Any remaining monies will be placed into a (FSA), for either medical or dependent care, on the employee's behalf.

Beginning July 1, 2007, the employer's contribution to a single plan will not increase until the cost of Plan #2 exceeds the employer's contribution amount. For example, if Plan #2 increases to \$420.00 and the Employer's current contribution is \$425.00, then the Employer's contribution will remain at \$425.00. If Plan #2 increases to \$430.00, then the Employer's contribution will increase to \$430.00. Any remaining monies will be placed into a (FSA), for either medical or dependent care, on the employee's behalf. The

contribution for family health care will reflect a 75% Employer contribution on Plan #2.

In addition, the County will pay the premium of all the following coverages:

- 1) \$30,000 Life Insurance
- 2) Long-Term Disability at 60% of the monthly earnings of an employee with a 120-day elimination period.
- 3) Single Dental Benefit
- 4) Single Vision Benefit

14.2 The insurance programs referred to in this Article will be subject to all terms and conditions of the contract with the insurance carrier.

14.3 Full-time employees will not have the insurance paid until the completion of one (1) calendar month with the employer.

14.4 Continued Coverage Provision. In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), the County will offer covered employees, spouses, and dependant children the opportunity to continue their group medical coverage under the County's current plan if coverage terminates for one of the following events:

- a. Death of the covered employee;
- b. Termination of employment for other than gross misconduct;
- c. Reduction of hours;
- d. Divorce or legal separation;
- e. Entitlement to Medicare by the employee;
- f. A dependent child attaining the maximum age specified in the plan.

If the covered employee elects continued coverage and pays the applicable premium, group medical coverage will continue for 18 months. If the covered spouse and child elect to continue coverage and pay the applicable premium, the group medical coverage will continue for a period of 36 months for the following beneficiaries:

- a. Widows;
- b. Divorced spouse;
- c. Spouses of Medicare eligible employees;
- d. Dependent children who become ineligible under the health plan.

The beneficiary must notify the Plan Administrator of the desire to continue coverage within sixty (60) days of the qualifying event. After the initial election, the beneficiary must remit the applicable premium to the County Auditor by the 25th of the month for the following month's coverage. Delinquent payments of the premium may be grounds for terminating the continuation coverage.

The beneficiary shall have the option of converting group coverage to a direct subscriber plan with the group medical insurer. The beneficiary will have thirty (30) days from the date of termination of the condition coverage to convert their group medical coverage.

ARTICLE 15
DUES CHECKOFF

15.1 Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at anytime upon thirty (30) days written notice to the Employer and the Union, the Employer agrees to deduct the regular monthly dues from the employee's pay, the amount of dues designated by the Union in writing to receive such deduction. The Employer shall provide a list of individuals with the amount of their dues for each month dues are remitted to the Union. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

15.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders of judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 16
MILEAGE

16.1 Should an employee be required to use his/her personal vehicle for work purposes, he/she shall be reimbursed mileage according to the County Policy.

ARTICLE 17
LICENSE REQUIREMENT

17.1 Employees will be provided a vehicle for schooling and to take any required driving tests to fulfill the new requirements under the Federal Commercial Driver's License.

ARTICLE 18
COUNTY WORK RULES AND DISCIPLINARY PROCEDURE

18.1 Each employee will receive a copy of the County Policy and/or Work Rules covering members of the bargaining unit.

ARTICLE 19

LONGEVITY

19.1 Longevity will be added to the hourly straight time rate on the first pay period following:

<u>After Completion of:</u>	<u>Per Hour Pay</u>
5 years of service	\$0.10
10 years of service	\$0.15
15 years of service	\$0.20
20 years of service	\$0.25
25 years of service	\$0.30
30 years of service	\$0.35

ARTICLE 20

CLOTHING ALLOWANCE

20.1 A clothing allowance shall be disbursed as follows:

1 st Year	\$100.00 July 1, 2006
2 nd Year	\$250.00 July 1, 2007
3 rd Year	\$100.00 July 1, 2008

ARTICLE 21

HEALTH AND SAFETY

21.1 At least one member of the bargaining unit, elected by the Union membership, shall serve on the County-wide Safety Committee.

This individual as well as one additional employee, elected by the Union membership and two (2) managerial employees of the Secondary Road Department one of which is the County Safety Coordinator, comprise the Secondary Road Unit Safety Committee. The Committee shall meet quarterly or as deemed appropriate to evaluate department safety, make plans and recommendations and counsel as necessary concerning the effective administration of the County's Safety Program and submit proposal to the County-wide Safety Committee and/or the Board of Supervisors.

If employees are required to wear safety-toed boots they shall be allowed up to \$100.00 per year for the purchase of any safety-toed, OSHA approved, boots upon presentation of receipt. The Employer will reimburse employees from January 1, 2005 for the purchase of any safety-toed, OSHA approved, boots upon presentation of receipt. The Employer shall furnish any other safety equipment the employees are required to wear or use.

ARTICLE 22
DURATION OF AGREEMENT

22.1 This Agreement shall be effective from July 1, 2006 and shall continue to remain in full force and effect until its expiration on June 30, 2009.

22.2 During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement.

22.3 Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party before November 15, 2008. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

Signed this 17th day of January, 2006.

EMPLOYER:

SECONDARY ROADS DEPARTMENT,
JASPER COUNTY, IOWA

By James D. Chusterman
County Engineer

By Mark Worthington
Chairman County
Board of Supervisors

Acknowledged By:
Brian L. Loo
Employer Representative

UNION:

PUBLIC, PROFESSIONAL &
MAINTENANCE EMPLOYEES
LOCAL 2003, IUPAT, AFL-CIO

By Randy D. Schell
Business Representative

By Jan J. Kern
Employee Representative

By Chuck Moster
Employee Representative

2005
GRADES/JOB CLASSIFICATIONS/SALARY SCHEDULE

GRADE I	SUMMER HELP
GRADE II	NON-SKILLED ENTRY LEVEL
GRADE III	SKILLED LABORER TRUCK DRIVER SIGN MAN I PATROL OPERATOR MECHANICS HELPER* CRAWLER EXCAVATOR OPERATOR
GRADE IV	MECHANIC II* INSPECTOR I INSPECTOR II CIVIL TECHNICIAN
GRADE V	MECHANIC I*

*These classifications will receive a tool allowance of \$500 per year.

JULY 1, 2005 SALARY SCHEDULE

	START	6 Mon.	Year 1	Year 2	Year 3	Year 4
GRADE I	11.38	11.38	11.63	11.89	12.13	12.38
GRADE II	13.13	13.43	13.73	14.03	14.33	14.63
GRADE III	17.10	17.50	17.90	18.30	18.70	19.10
GRADE IV	17.41	17.81	18.21	18.61	19.01	19.41
GRADE V	17.72	18.12	18.52	18.92	19.32	19.72

2006 - 2008
GRADES/JOB CLASSIFICATIONS/SALARY SCHEDULE

GRADE II	ACCOUNTING CLERK/COMPUTER SPECIALIST
GRADE III	SIGN MAN I SKILLED LABORER TRUCK DRIVER PATROL OPERATOR CRAWLER EXCAVATOR OPERATOR MECHANICS HELPER* CIVIL TECHNICIAN III
GRADE IV	MECHANIC II* CIVIL TECHNICIAN II
GRADE V	MECHANIC I* CIVIL TECHNICIAN I
GRADE VI	WORKING FOREMEN
GRADE VII	SURVEY DESIGN SPECIALIST/RLS

*These classifications will receive a tool allowance of \$500 per year.

JULY 1, 2006 SALARY SCHEDULE

1. Grades III, IV & V will not increase for FY 2006 - 2007.
2. Grades II, VI & VII will increase \$0.45 per hour for FY 2006 - 2007.

	Start	6 Mon.	Year 1	Year 2	Year 3	Year 4
GRADE II	13.58	13.88	14.18	14.48	14.78	15.08
GRADE III	17.10	17.50	17.90	18.30	18.70	19.10
GRADE IV	17.41	17.81	18.21	18.61	19.01	19.41
GRADE V	17.72	18.12	18.52	18.92	19.32	19.72
GRADE VI	18.72	19.22	19.72	20.22	20.72	21.22
GRADE VII	21.62	22.22	22.82	23.42	24.02	24.62

JULY 1, 2007 SALARY SCHEDULE

Grade IV, Year 4 will receive a 3.5% increase, which is \$0.68
\$0.68 will be added across the board (ATB)

	Start	6 Mon.	Year 1	Year 2	Year 3	Year 4
GRADE II	14.26	14.56	14.86	15.16	15.46	15.76
GRADE III	17.78	18.18	18.58	18.98	19.38	19.78
GRADE IV	18.09	18.49	18.89	19.29	19.69	20.09
GRADE V	18.40	18.80	19.20	19.60	20.00	20.40
GRADE VI	19.40	19.90	20.40	20.90	21.40	21.90
GRADE VII	22.30	22.90	23.50	24.10	24.70	25.30

JULY 1, 2008 SALARY SCHEDULE

Grade IV, Year 4 will receive a 3.5% increase, which is \$0.70
\$0.70 will be added across the board (ATB)

	Start	6 Mon.	Year 1	Year 2	Year 3	Year 4
GRADE II	14.96	15.26	15.56	15.86	16.16	16.46
GRADE III	18.48	18.88	19.28	19.68	20.08	20.48
GRADE IV	18.79	19.19	19.59	19.99	20.39	20.79
GRADE V	19.10	19.50	19.90	20.30	20.70	21.10
GRADE VI	20.10	20.60	21.10	21.60	22.10	22.60
GRADE VII	23.00	22.60	23.20	24.80	25.40	26.00